

LANDSCAPE MAINTENANCE AGREEMENT

ARIZONA PROJECT F-063-2-505

PARKER - TOPOCK HIGHWAY (SR 95)  
(Swanson Avenue - Mesquite Avenue)  
City of Lake Havasu City

THIS AGREEMENT, made this 2nd day of June, 1987, pursuant to A.R.S. Sec. 11-951 through Sec. 11-954, by and between the Department of Transportation, Highways Division, an agency of the State of Arizona, thereunto duly authorized, hereinafter designated Department of Transportation and the City of Lake Havasu City, a municipal corporation, acting by and through its City Council, therunto duly authorized, hereinafter designated as City.

WITNESSETH:

WHEREAS, the City is empowered by A.R.S. Sec. 9-672B to enter into this agreement and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of the City; and

WHEREAS, it is to the mutual advantage of the Department of Transportation and the City to landscape certain areas on State Route 95 to the west of the roadway from centerline roadway station 1998+00, to centerline roadway station 2009+35, a net distance of approximately 0.21 miles.

NOW THEREFORE, it is hereby mutually agreed by and between the Department of Transportation and the City, pursuant to the authority contained in A.R.S. Sec. 28-108 as follows:

1. The Department of Transportation will prepare plans for the landscaping and irrigation project and submit them to the City for approval.

2. After City approval of the plans, the project will be constructed by the Department of Transportation, using State funds. Upon completion of the work, the City shall reimburse the Department of Transportation 25% of the final construction costs.

NO. <u>12088</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>6-18-87</u>
<i>[Signature]</i>

3. The City shall furnish and install necessary water services from water mains to the designated locations on State Route 95 for the landscaping west of the roadway from centerline roadway station 1998+00, to centerline roadway station 2009+35. Cost shall be a portion of the 25% matching funds and at standard water service rates, all at City expense.

4. The City shall furnish all water for landscape installation during construction phase, and all water hereafter necessary to properly maintain the landscape on State Route 95 for the landscaping west of the roadway, all as shown on the project plans from centerline roadway station 1998+00, to centerline roadway station 2009+35, all at City expense.

5. After construction the City shall maintain the landscaping and irrigation system on State Route 95 on the west of the roadway from centerline roadway station 1998+00, to centerline roadway station 2009+35.

6. The City shall furnish all electrical power necessary to maintain the landscaping on State Route 95 on the west of the roadway from centerline roadway station 1998+00, to centerline roadway station 2009+35.

7. The City hereby agrees to maintain the landscaping and irrigation system, in an attractive manner, as it was designed and approved by the Department of Transportation, and the City will not make any changes, additions or deletions without written approval by the Department of Transportation, Roadside Development Services.

8. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic and in conformance with the Arizona Traffic Control Manual.

9. The parties hereto further agree that to the extent permitted by law, the Department of Transportation and City agree to defend, indemnify, and hold harmless each other and their agents, officials, employees and subsidiaries, from and against any and all claims, actions, demands, liability, damage, cost and expense of whatsoever character whether direct or indirect, or consequential, including loss or damage to property of either party hereto or of their persons and for the injury or death to any or all persons caused by or attributable to the negligence or fault of the Department of Transportation or the City, their employees or agents. As to any liability claims where the parties hereto may be jointly at fault,

whether or not a named defendant to an action, the parties agree that they will share in any settlement or judgement on the amount that is proportionate to the degree of negligence or fault of the respective parties as agreed to between them or adjudicated by the courts. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in A.R.S. Sec. 12-1518 (B) and (C).

10. This agreement shall be filed with the Secretary of State and shall become effective on the date of such filing.

11. Attached hereto are resolutions of the Department of Transportation and the City authorizing both entities to enter into this agreement, and a written determination by the City Attorney of Lake Havasu City that this agreement is in proper form and within the powers and authority granted to the City under the laws of this State.

12. The effective date of this agreement shall be upon filing with the Secretary of State and shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless the parties hereto mutually agree by formal amendment reflected herein to this agreement not less than one (1) month prior to the initial or renewed expiration date.

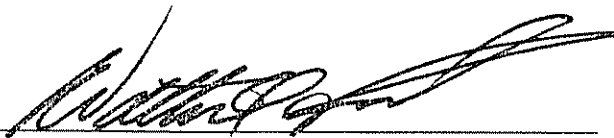
13. All parties are hereby put on notice that this Contract (Agreement) is subject to cancellation by the Governor, pursuant to A.R.S. Sec. 38-511.

IN WITNESS WHEREOF the parties have executed two copies of this agreement on the day and year herein written.

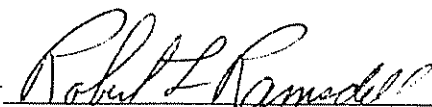
ARIZONA DEPARTMENT OF TRANSPORTATION

CITY OF LAKE HAVASU  
CITY, a municipal  
corporation

By

  
~~CHIEF DEPUTY~~ STATE ENGINEER

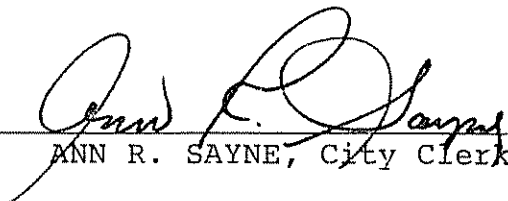
By

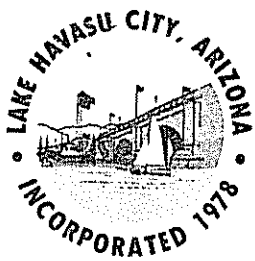
  
ROBERT L. RAMSDELL,  
Mayor

STATE OF ARIZONA            )  
                                  :    SS  
County of Mohave            )

I, ANN R. SAYNE, City Clerk of  
the City of Lake Havasu City, Arizona, do hereby certify that  
the following is a true and correct extract of the minutes of  
the City Council meeting held May 13, 1987.


In Witness Whereof, I have hereunto set my hand and  
affixed the Official Seal of the City of Lake Havasu City,  
Arizona. Done in Lake Havasu City, Arizona this 18th  
day of May, 1987.

  
\_\_\_\_\_  
ANN R. SAYNE, City Clerk



LAKE HAVASU CITY  
1795 CIVIC CENTER BOULEVARD  
LAKE HAVASU CITY, ARIZONA 86403

I hereby certify that the attached is a full, true and correct copy of  
excerpt from the Lake Havasu City Council Regular Meeting Minutes of  
May 13, 1987.

  
Ann R. Sayne, CMC, City Clerk

Area Code 602

Mayor .....	453-4140	City Manager .....	453-4141	City Magistrate .....	855-0441	Police Department .....	855-1171	
City Council .....	453-4140	Engineer .....	453-4150	Finance Dept .....	453-4147	Fire Department .....	855-1141	
City Clerk .....	453-4142	Attorney .....	453-4144	Public Works .....	855-2618	Purchasing .....	453-4145	
Planning • Zoning • Building ...				453-4148	Personnel .....			453-4143

6:30 P.M. EXECUTIVE SESSION: ARS 38-431.03(1) CITY ATTORNEY/CITY MANAGER EVALUATIONS  
ARS 38-431.03(A)(3) LEGAL CONSULTATION RE MUDSHARK BEACH

CALL TO ORDER

Mayor Ramsdell called the meeting to order at 7:40 P.M.

INVOCATION: RABBI ERNEST MICHEL, JEWISH CONGREGATION OF LAKE HAVASU

Rabbi Ernest Michel of the Jewish Congregation of Lake Havasu gave the invocation.

PLEDGE OF ALLEGIANCE

The Mayor led in the Pledge of Allegiance.

ROLL CALL

PRESENT: Councilmembers Robert Ramsdell, Marcus Bannerman, Peter Charno, Mary Ann Curry  
David Gabler, Richard Hileman and Richard Muselman.

CONSENT AGENDA

- \*a. Approval of April 22, 1987 Regular Council Meeting Minutes
- \*b. Proclamation: Municipal Clerk's Week, May 10th through 16th, 1987
- \*c. Proclamation: Historic Preservation Week, May 10th through 16th, 1987
- \*d. Proclamation: Lake Havasu Festival of the Arts Week, May 10th - 17th, 1987
- \*e. Proclamation: Law Enforcement Week, May 11th through 16th, 1987
- \*f. Proclamation: National Public Works Week, May 17th through 23rd, 1987
- \*g. Proclamation: Lake Havasu City Tourism Week, May 17th through 23rd, 1987
- \*h. Resolution No. 87-448 Approving Agreement with Arizona Dept of Public Safety  
Recommendation: Approve agreement with ADPS accepting \$12,000 from Criminal Justice Enhancement Fund for purchase of micro-computer system. \$2,000 cost of software is available in Police Department 1986-87 Budget.
- \*i. Resolution No. 87-449 Authorizing Landscape Maintenance Agreement with ADOT  
Recommendation: Approve execution of agreement with Arizona Dept. of Transportation to maintain landscaping/irrigation system along State Route 95. Maintenance costs are estimated at \$3,600 to \$4,200 per year.
- \*j. Call for Executive Session at 7:00 P.M., Wednesday, May 27, 1987
- \*k. Accounts Payable in the Total Amount of \$540,338.94

Councilman Muselman moved for approval of the Consent Agenda as printed, seconded by Member Curry and unanimously carried with Member Bannerman abstaining from his firm's accounts payable.

CORRESPONDENCE, COMMUNICATIONS, PETITIONS

a. Award of Commendation: Employee Suggestion Program/Steve Wolf

City Manager Casey expressed pleasure and appreciation to Officer Wolf for going the extra mile in presenting his suggestion and encouraged other employees to do likewise. Although Officer Wolf's specific suggestion was not completely adopted, it triggered a chain of events in the Police Department that led to some work improvements. Mayor Ramsdell presented Officer Wolf with an award of commendation for his conscientiousness.

b. Request for Superconducting Super Collider Funds

Mayor Ramsdell advised that a request for support had been received from Governor Meacham, Senators DeConcini and McCain, and Representative Rhodes, Udall, Stump, Kyl and Kolbe for support of the State's endeavors to have Arizona selected as the site for the \$4.4 billion Superconducting Super Collider (SSC) high energy atom smasher. It is predicted that during the construction stage alone, the economic benefits to the State of Arizona would be in excess of \$20 billion. In order to fund Arizona's efforts, a minimum of \$2 million is necessary to submit a formal proposal. The Legislature has committed a \$1 million appropriation and the other million is planned to be raised from Arizona business communities, counties, cities and towns. Based upon population, the prorata share for Lake Havasu City is \$1,876. Mayor Ramsdell advised this is a huge project, ideally suited for Arizona. Many other states are bidding for the project due to the economic benefits expected. Member Curry moved to allocate the \$1,876 from this year's contingency fund, seconded by Member Bannerman and unanimously carried.


RESOLUTION NO. 87- 449

A RESOLUTION OF THE CITY COUNCIL OF LAKE HAVASU CITY,  
MOHAVE COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO  
EXECUTE A LANDSCAPE MAINTENANCE AGREEMENT WITH THE  
ARIZONA DEPARTMENT OF TRANSPORTATION

BE IT RESOLVED BY THE CITY COUNCIL OF LAKE HAVASU  
CITY, ARIZONA, that the Mayor be, and hereby is, authorized to  
execute, on behalf of Lake Havasu City, that Landscape Main-  
tenance Agreement with the Arizona Department of Transporta-  
tion relating to the west side of State Route 95 from Swanson  
Avenue to Mesquite Avenue.

PASSED AND ADOPTED this 13th day of May, 1987.

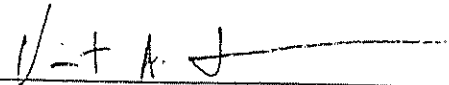
ATTEST:

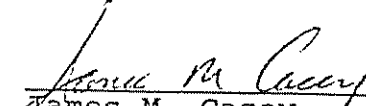
  
Ann R. Sayne, City Clerk

  
ROBERT L. RAMSDELL, Mayor


APPROVED AS TO FORM:

REVIEWED BY:

  
Vincent A. Iannone  
City Attorney

  
James M. Casey  
City Manager

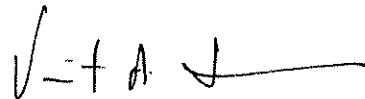
I hereby certify that the foregoing is a full, true and correct copy of a  
Resolution duly passed and adopted by the Lake Havasu City Council at a  
regularly held Council Meeting on the 13th day of May, 1987.

  
Ann R. Sayne, CMC, City Clerk

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, STATE ENGINEER and the CITY OF LAKE HAVASU CITY and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 23<sup>rd</sup> day of April, 1987.



VINCENT A. IANNONE

City Attorney





Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. RR 87-1280, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

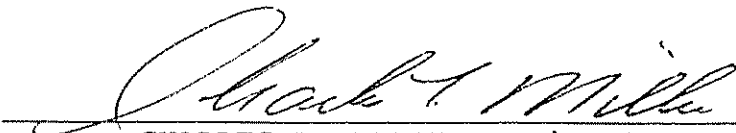
DATED this 10<sup>th</sup> day of June, 1987.

ROBERT K. CORBIN  
Attorney General

Albert J. Meyer  
Assistant Attorney General  
Transportation Division

RESOLUTION

Be it resolved on this date, June 2, 1987, I, CHARLES L. MILLER, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF LAKE HAVASU CITY, acting by and through its CITY COUNCIL enter into the intergovernmental agency agreement for the purpose of entering in a landscape maintenance agreement for certain projects which have been selected by the State and subject to the approval of the City of Lake Havasu City as by law required; and request the City to perform certain work and supply necessary materials required to maintain the specified areas in the manner specified in the attached agreement.

  
CHARLES L. MILLER, Director  
Department of Transportation